

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	Index No.: 17-cv-04577 (VEC)
WEI SU and HAI JUAN WANG,)
Plaintiffs,)
)
-against-)
)
SOTHEBY'S INC.,)
Defendant.)
-----)	
SOTHEBY'S INC.,)
Counter-Claimant,)
)
-against-)
)
WEI SU and HAI JUAN WANG and)
YEO HWANG YEH)
Counter-claim Defendants.))
-----X	

**AMENDED ANSWER TO
COUNTERCLAIM**

Wei Su and Hai Juan Wang, by their attorneys, Law Offices of Xuejie Wong PLLC, Counterclaim-Defendants herein, answer the Counterclaim of Sotheby's Inc., as follows:

1. The first sentence of Paragraph 1 does not allege facts relevant to Counterclaim-Defendants and therefore does not require an answer. As to the second sentence of Paragraph 1, Counterclaim-Defendants admit that Sotheby's does not make any claim to title to the Property, as defined in the Counterclaim. Counterclaim-Defendants deny that Sotheby's is or may be exposed to multiple liability as to adverse claims to the Property.
2. Counterclaim-Defendants deny knowledge or information sufficient to admit or deny the allegations of Paragraph 2.
3. Counterclaim-Defendants admit the allegations of Paragraph 3.

4. Counterclaim-Defendants admit the allegations of Paragraph 4.

5. Counterclaim-Defendants admit the allegations of Paragraph 5.

6. Counterclaim-Defendants deny knowledge or information sufficient to admit or deny the allegations of Paragraph 6.

7. Paragraph 7 does not allege facts and therefore does not require an answer, except that Counterclaim-Defendants admit that the Property has a value of more than \$75,000.

8. Counterclaim-Defendants admit the allegations of Paragraph 8.

9. Counterclaim-Defendants admit the allegations of Paragraph 9.

10. Counterclaim-Defendants admit that the words of the document entitled Consignment Agreement quoted in Paragraph 10 state as alleged; otherwise, Counterclaim-Defendants deny the allegations of Paragraph 10.

11. Counterclaim-Defendants admit that the words of the document entitled Consignment Agreement quoted in Paragraph 11 state as alleged; otherwise, Counterclaim-Defendants deny the allegations of Paragraph 11.

12. Counterclaim-Defendants admit the allegations of Paragraph 12.

13. Counterclaim-Defendants deny knowledge or information sufficient to admit or deny the allegations of the first sentence of Paragraph 13. Counterclaim-Defendants admit the allegations of the second and third sentences of Paragraph 13.

14. Counterclaim-Defendants admit the allegations of the first clause of Paragraph 14 and deny knowledge or information sufficient to admit or deny the allegations of the second clause.

15. Counterclaim-Defendants admit the allegations of Paragraph 15.

16. Counterclaim-Defendants admit the allegations of Paragraph 16 as they specifically refer to Counterclaim-Defendants; Counterclaim-Defendants deny knowledge or information sufficient to admit or deny the remaining allegations of Paragraph 16.

17. Counterclaim-Defendants re-allege the foregoing answers and allegations.

18. Counterclaim-Defendants deny the allegations of Paragraph 18.

19. Paragraph 19 does not allege any facts regarding Counterclaim-Defendants. To the extent that an answer to Paragraph 19 is required of Counterclaim-Defendants, Counterclaim-Defendants deny knowledge or information sufficient to admit or deny such allegations.

20. Counterclaim-Defendants deny the allegations of Paragraph 20.

AFFIRMATIVE DEFENSES

1. The Counterclaim fails to state a claim on which relief can be granted.
2. The Court lacks subject matter jurisdiction.
3. The claims of counterclaim defendant Yeo Hwang Yeh are barred by the statute of limitations, and therefore Counterclaimant's interpleader must be dismissed.
4. The Counterclaim is barred by the doctrines of estoppel, waiver, and clean hands.

WHEREFORE, Counterclaim-Defendants pray as follows:

(a) That the Counterclaim be dismissed and that Sotheby's be ordered to deliver the Property to Counterclaim-Defendants, Wei Su and/or Hai Juan Wang;

(b) That the Court declare that Counterclaim-Defendant Wei Su is the sole owner of the Property and entitled to sole possession thereof;

(c) Any discharge of Sotheby's be contingent on payment into the Court of a bond or other assurance of payment of damages for injury to or depreciation of the Property during the time Sotheby's has been in possession of the Property;

(d) That Sotheby's take nothing by way of its Counterclaim; and

(e) For costs, fees, attorneys' fees, interest and such other legal and equitable relief in favor of Counterclaim-Defendants as this Court deems appropriate.

Respectfully submitted this 2nd day of June 2019.

FOR COUNTERCLAIM-DEFENDANTS
Law Offices of Xuejie Wong PLLC



By: _____
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Defendants
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